



STEVE COOLEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CRIMINAL COURTS BUILDING 210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

November 18, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZATION FOR THE LOS ANGELES COUNTY DISTRICT ATTORNEY  
TO ACCEPT CONTINUATION FUNDS FROM THE STATE OF CALIFORNIA,  
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD, FOR THE  
VERIFICATION OF CLAIMS, FOR FISCAL YEAR 2003-04  
ALL DISTRICTS (3-Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the enclosed Resolution authorizing the Los Angeles County District Attorney to enter into a Joint Exercise of Powers Agreement with the State of California's Victim Compensation and Government Claims Board (VCGCB). Under this Agreement, the County will provide services to victims of crime and process compensation claims filed by victims on behalf of the state.
2. Authorize the Los Angeles County District Attorney to sign the enclosed Standard Agreement with the VCGCB for the Claims Verification program. The VCGCB has awarded \$2,602,390 as compensation for these services, of which \$1,950,926 is allocated to the County and \$651,464 is allocated to the City of Los Angeles (City), subcontractor, for the period commencing July 1, 2003 and ending June 30, 2004. Sufficient funds exist within the District Attorney's Fiscal Year 2003-2004 budget to operate this program.

3. Approve and instruct the Chair to sign the enclosed Agreement between Los Angeles County and the City of Los Angeles. The City will provide services to victims of crime and process claims filed by the victims within the City of Los Angeles. This Agreement, which has been approved as to form by County Counsel, acknowledges that there will be only one program provider in each County, and that the City desires to participate in the program.
4. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the VCGCB Agreement, and to execute and approve any extensions to the Agreement, amendments and augmentations to any program goals or objectives, or budget revisions as a part of the Program guidelines.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this Agreement is to allow the District Attorney's Office to provide services to victims of crime and process compensation claims filed by victims on behalf of the state. This Agreement not only expedites the reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The City of Los Angeles is a subcontractor of Los Angeles County. Pursuant to the Agreement, the City will provide services to victims of crime and process claims for the un-reimbursed financial losses incurred by victims within the boundaries of the City of Los Angeles.

The overall goal of this program is to allow the County to be more responsive to its citizens which is consistent with the purpose of County government.

A Board approved Resolution authorizing acceptance of this funding is required by the State. Board approval is also required for the Agreement between the County and City.

#### **Implementation of Strategic Plan Goals**

The activity of this program is to expedite repayment of financial losses to victims of crime. Consistent with the County's Vision and Strategic Plan, implementation of this program also enhances service delivery and promotes the fiscal well being of individuals and families.

#### **FISCAL IMPACT/FINANCING**

This program is funded 100 percent by the State of California, VCGCB, and will be paid from the Restitution Fund. Funds for Los Angeles County's portion of the program have been included in the District Attorney's Fiscal Year 2003-04 budget. The funding for the City of Los Angeles will be held in trust by the District Attorney and disbursed when the City submits detailed claims to the District Attorney.

The total amount for this Agreement is \$2,602,390, of which \$1,950,926 is allocated to the Los Angeles County District Attorney's Office, and \$651,464 is allocated to Los Angeles City Attorney's Office for Fiscal Year 2003-04.

If funding for this program were terminated, an evaluation will be conducted to determine whether the program will be either continued with costs absorbed by the department, or will be discontinued with the reallocation of staff to vacant budgeted positions.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Los Angeles County District Attorney's Office has been designated the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Claims Verification Unit has verified and submitted claims to the state for un-reimbursed financial losses incurred by victims of crime for the past sixteen (16) years.

The VCGCB will reimburse the County at an amount equal to the actual costs of the program, or up to the maximum award amount of \$2,602,390. Funding associated with this Agreement is used by the District Attorney's office to offset the staffing costs of the program.

The Agreement for Fiscal Year 2003-2004 covers the salaries and employee benefits costs of 39.0 employees consisting of 27.0 permanent employees, 7.0 temporary employees, and 5.0 part-time employees.

Funds provided under this Standard Agreement are not to supplement existing services to victims, and shall not be used to supplant services currently provided by County funds, including those funded by Office of Criminal Justice Planning grants.

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The Honorable Board of Supervisors  
Page Four  
November 18, 2003

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

The Joint Exercise of Powers Agreement does not propose attorney staff augmentation and is therefore not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

**CONCLUSION:**

Instruct the Executive Officer-Clerk of the Board to return a copy of the adopted Board Letter and two (2) copies of the approved Resolution and Agreement containing original signatures, to Albert Ablaza, Grants Analyst, Los Angeles County District Attorney, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Mr. Ablaza via e-mail at [aablaza@da.co.la.ca.us](mailto:aablaza@da.co.la.ca.us) or telephone at (213) 202-7683.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve Cooley", with a large, stylized circular flourish at the end.

STEVE COOLEY  
District Attorney

aa:mmmb

Enclosures

c: Chief Administrative Officer  
County Counsel

1                                   **BOARD OF SUPERVISORS**  
2                                   **COUNTY OF LOS ANGELES**  
3                                   **RESOLUTION**

4                                   Accepting Joint Exercise of Powers  
5                                   Agreement with the State of California

6                                   Victim Compensation and Government Claims Board  
7                                   Pursuant to California Penal Code Section 13835 et. Seq

8                                   **WHEREAS**, the County of Los Angeles is charged with providing vital  
9                                   services in the area of courts, law enforcement, and adult and juvenile justice to  
10                                   a population in excess of ten million persons; and

11                                   **WHEREAS**, the County of Los Angeles is authorized, pursuant to  
12                                   Government Code Section 26500.5, to participate in any project or program to  
13                                   improve the administration of justice; and

14                                   **WHEREAS**, the Board of Supervisors of the County of Los Angeles,  
15                                   pursuant to Penal Code Section 13835.2, has designated the Office of the  
16                                   District Attorney through its Victim-Witness Assistance Program as the major  
17                                   provider of comprehensive services to victims and witnesses of crime; and

18                                   **WHEREAS**, the Victim Compensation and Government Claims Board  
19                                   has been authorized funds to contract with local Victim-Witness Centers to  
20                                   provide claims verification services; and

21                                   **WHEREAS**, the County of Los Angeles, acting through its Board of  
22                                   Supervisors, desires to participate in such a program for the verification of victim  
23                                   claims within its program area, for the 2003-2004 Fiscal Year, and has the  
24                                   capability of providing such services through its center; and

25                                   **WHEREAS**, the Victim Compensation and Government Claims Board has  
26                                   allocated funds for Fiscal Year 2003-2004 for the Los Angeles County Victim  
Assistance Center for this specific task;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of  
the County of Los Angeles, approves the submission and acceptance of  
continued funding for a period of twelve months, upon approval of both the State

1 and County, for the 16th year by the State of California, Victim Compensation  
2 and Government Claims Board for the above-referenced program;

3 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County  
4 of Los Angeles hereby approves acceptance of funds to be used exclusively for  
5 the designated program, which may be awarded pursuant to the Joint Exercise of  
6 Powers Agreement;

7 **BE IT FURTHER RESOLVED** that the State funds received hereunder  
8 shall not be used to supplant local funds that would, in the absence of the  
9 California Victim-Witness Assistance Program, be made available to support  
10 assistance to victims of crime;

11 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County  
12 of Los Angeles hereby authorizes the District Attorney or his designee, to serve  
13 as Project Director for said program and to execute the Agreement, on behalf of  
14 Los Angeles County, and to perform all further tasks necessary for the  
15 completion of the project, including execution and submission of amendments,  
16 extensions, augmentations, progress reports and payment requests to the Grant  
17 Award Agreement.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_ Deputy

By Kane Brown  
Deputy

1                   **AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND CITY OF LOS**  
2                   **ANGELES FOR THE VICTIM COMPENSATION AND GOVERNMENT**  
3                   **CLAIMS VERIFICATION PROGRAM**  
4                   \_\_\_\_\_

5                   **THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day  
6 of \_\_\_\_\_, 2003, in the City of Los Angeles, California, by and  
7 between the **COUNTY OF LOS ANGELES**, a County and political subdivision of the  
8 **State of California (hereinafter referred to as COUNTY)**, and the **CITY OF LOS**  
9 **ANGELES**, a chartered municipality organized under the laws of the State of California  
10 (hereinafter referred to as **CITY**), and both of whom collectively are referred to as the  
11 **"PARTIES"**;

12                   **WITNESSETH**

13                   **WHEREAS, COUNTY**, pursuant to Penal Code Section 13835, et seq., has  
14 designated the Office of the District Attorney through its Victim-Witness Assistance  
15 Program as the major provider of comprehensive services to victims and witnesses of all  
16 types of crimes; and

17                   **WHEREAS, COUNTY** has been awarded funds from the State of  
18 California, Victim Compensation and Government Claims Board (hereinafter referred to as  
19 **"VCGCB"**), of which **\$1,950,926** will be utilized by the County; the remainder, **\$651,464**  
20 will be allocated to the City Attorney as a subcontractor to provide completed claim  
21 verifications for the period July 1, 2003 - June 30, 2004; and

22                   **WHEREAS**, the VCGCB has established Program guidelines which provide  
23 that there will be only one Program provider in each **COUNTY**; and

24                   **WHEREAS, CITY** desires to participate in such a program for the verification  
25 of victims' claims filed with the City; and

26                   **WHEREAS**, the **CITY** has the capability of providing such services;

27                   **NOW, THEREFORE**, in consideration of the mutual covenants herein set  
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1     forth and the mutual benefits to be derived therefrom the **PARTIES** agree as follows:

2             The District Attorney's Victim-Witness Assistance Program and the City Attorney's  
3     Victim-Witness Assistance Program will adhere to all provisions of the contractual  
4     agreement set forth in the grant proposal incorporated herein by reference. Should  
5     our agencies become aware of issues of mutual concern or conflicts, we will meet  
6     and confer to determine the best possible resolution in the interests of the client  
7     population our programs serve.

8             1.     SCOPE OF SERVICES: The **CITY** shall provide services as described  
9                     herein and in the Joint Exercise of Powers Agreement:

- 10                    •   The **CITY** shall provide services to verify and submit claims for the  
11                        unreimbursed financial losses of certain victims of crime within the  
12                        boundaries of the City of Los Angeles.

13             2.     TIME AND PERFORMANCE: Said services of **CITY** are to commence on  
14                     or after July 1, 2003, and shall terminate **June 30, 2004**.

15             3.     ADMINISTRATION OF CONTRACT:

16                    A.     The District Attorney of the County of Los Angeles, or his designated  
17                        representative, is designated as the **COUNTY's** Project Director,  
18                        who shall have full authority to act for the **COUNTY** in the  
19                        administration of this Contract consistent with the provisions  
20                        contained herein.

21                    B.     **CITY** shall designate a specific agent who shall have full authority  
22                        to act for the **CITY** with regard to the **CITY's** performance pursuant  
23                        to this Contract.

24             4.     COMPLIANCE WITH LAWS: All parties agree to be bound by all  
25                     applicable federal, state and local laws, ordinances, regulations and directives  
26                     as they pertain to the performance of this Agreement.

27             5.     DISCRIMINATION: No person shall, on the grounds of race, sex, creed, color

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- 1 or natural origin, be excluded from participation in, be refused the benefits of,  
2 any activities, program or employment supported by this Agreement.
- 3 6. COMPENSATION: For performance of those services previously described,  
4 the **COUNTY** shall reimburse the **CITY** an amount of money not exceeding  
5 the sum of six hundred fifty one thousand, four hundred sixty-four dollars  
6 (\$651,464) for July 1, 2003 to June 30, 2004 which payments shall constitute  
7 full and complete compensation for the **CITY's** services under this Agreement.  
8 The **CITY** will submit invoices for their cost to the **COUNTY** on a monthly  
9 basis. **CITY** will be paid by the **COUNTY** out of funds received from the  
10 VCGCB. Any such payments shall be contingent upon availability of VCGCB  
11 funds and shall not be charged upon any other funds of the **COUNTY**.
- 12 7. ACCOUNTING: **CITY** must establish and maintain on a current basis an  
13 adequate accrual accounting system in accordance with the U.S. General  
14 Accounting Office Standards for audit of governmental organizations,  
15 programs, activities and functions issued by the U.S. General Accounting  
16 Office.
- 17 8. CHANGES IN CONTRACT AMOUNT: The **COUNTY** reserves the right to  
18 reduce the Agreement amount when the **COUNTY's** fiscal monitoring  
19 indicates that the **CITY's** rate of expenditure will result in unspent funds at the  
20 end of the program year. Changes in this Agreement amount will be made after  
21 consultation with the **CITY**. Such changes shall be effective upon written  
22 notice to **CITY** and **COUNTY's** Project Director.
- 23 9. REQUEST FOR FINAL PAYMENT: The **COUNTY** reserves the right to  
24 withhold five (5) percent of the AGREEMENT amount on a completed  
25 program until a Certification of completion is issued by the **COUNTY**.
- 26 10. PROGRAM EVALUATION AND INSPECTION: **CITY** shall make available  
27 to the Controller of the State of California and the STATE VCGCB and their  
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1 authorized representatives for purposes of inspection and audit, any and all of  
2 its books, papers, documents, financial and other records pertaining to the  
3 operation of this Agreement. The aforesaid records shall be available for  
4 inspection and audit during regular business hours throughout the term of this  
5 Agreement, and for a period of five (5) years after the expiration of the term of  
6 this Agreement. CITY shall permit the State VCGCB and their authorized  
7 representatives to review its facilities and program operation from time to time  
8 as may be requested by the COUNTY, and the VCGCB. Said representatives  
9 may monitor the operations of this Agreement to assure compliance with all  
10 applicable federal, state and local laws and regulations.

11 11. TERMINATION AND TERMINATION COSTS: This Agreement may be  
12 terminated at any time by either party upon giving thirty (30) days notice in  
13 writing to the other party. COUNTY may immediately terminate this  
14 Agreement upon the termination, suspension, discontinuation or substantial  
15 reduction in VCGCB funding for the Agreement activity. In such event, CITY  
16 shall be compensated for all services rendered and all necessarily incurred costs  
17 performed in accordance with the terms of this Agreement that have not been  
18 previously reimbursed, to the date of said termination to the extent VCGCB  
19 funds are available. Payment shall be made only upon filing with COUNTY,  
20 by CITY, of vouchers evidencing the time expended and cost incurred. Said  
21 vouchers must be filed with COUNTY within thirty (30) days of the date of  
22 termination.

23 12. INDEPENDENT CONTRACTOR: Both PARTIES hereto in the performance  
24 of this Agreement will be acting in an independent capacity and not as agents,  
25 employees, partners, joint venturers or associates of one another. The  
26 employees of agent of one party shall not be deemed or construed to be the  
27 agent or employees of the other party for any purpose whatsoever.

- 1           13.    ASSIGNMENT: No performance of this Agreement of any section thereof may  
2                   be assigned or subcontracted by **CITY** without the express written consent of  
3                   **COUNTY** and any attempt by the **CITY** to assign or subcontract any  
4                   performance of the terms of this Agreement shall be null and void and shall  
5                   constitute a material breach of this Agreement.
- 6           14.    HOLD HARMLESS:
- 7                   A.     Neither the **COUNTY** nor any officer or employee thereof shall be  
8                           responsible for any damages or liability occurring by reason of anything  
9                           done or omitted to be done by the **CITY**, or in connection with any  
10                          authority or jurisdiction delegated to the **CITY** under this Agreement.  
11                          It is understood and agreed that, pursuant to Government Code Section  
12                          895.4, the **CITY** shall fully indemnify and hold the **COUNTY**, its  
13                          officers and employees, harmless from any liability occurring by reason  
14                          of anything done or omitted to be done by the **CITY** or any officer or  
15                          employee thereof under or in connection with any authority or  
16                          jurisdiction delegated to the **CITY** under this Agreement.
- 17                  B.     Neither the **CITY**, nor any officer or employee thereof shall be  
18                          responsible for any damage or liability occurring by reason of anything  
19                          done or omitted to be done by the **COUNTY** under this Agreement. It  
20                          is understood and agreed that pursuant to Government Code Section  
21                          895.4, the **COUNTY** shall indemnify and hold the **CITY**, its officers  
22                          and employees, harmless from any liability imposed by reason of  
23                          anything done or omitted to be done by the **COUNTY**, of any officer  
24                          or employee thereof, under or in connection with any authority or  
25                          jurisdiction delegated to the **COUNTY** under this Agreement.
- 26           15.    MONITORING: The **COUNTY** shall have the authority to cause regular  
27                   monitoring of this Agreement to verify that the **CITY** is operating in  
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1 accordance with the grant award and the services to be performed thereto.  
2 16. NOTICES: Notices and other correspondence shall be sent to the **COUNTY**  
3 as follows:  
4 Steve Cooley  
5 District Attorney  
6 County of Los Angeles  
7 210 West Temple Street  
8 Suite 18-709C  
9 Los Angeles, CA 90012  
10 Attention: Bureau of Management and Budget  
11 Notices and other correspondence shall be sent to the **CITY** as follows:  
12 Rockard J. Delgadillo  
13 Los Angeles City Attorney  
14 1800 City Hall East  
15 Los Angeles, CA 90012  
16 17. AMENDMENTS: VARIATIONS. This writing embodies the whole of the  
17 Agreement of the parties hereto. There are no oral agreements not contained  
18 herein. No addition or variation of the terms of this Agreement shall be valid  
19 unless made in the form of a written amendment to this Agreement formally  
20 approved and executed by both PARTIES.  
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1 IN WITNESS WHEREOF, the Board of Supervisors of the County of Los  
2 Angeles has caused this Agreement to be subscribed by its Chair and the seal of said Board to  
3 be hereto affixed and attested by the Executive Officer-Clerk thereof, and the CITY has caused  
4 this Agreement for the VCGCB program to be signed by its duly authorized officers, the day  
5 and year written below.

6 County of Los Angeles

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By \_\_\_\_\_  
Chair, Board of Supervisors

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11 Attest: Violet Varona-Lukens  
12 Executive Officer, Clerk of  
the Board of Supervisors

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By \_\_\_\_\_  
Deputy

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18 APPROVED AS TO FORM BY  
19 COUNTY COUNSEL:

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LLOYD W. PELLMAN

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By  \_\_\_\_\_  
Deputy

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City of Los Angeles

Contractor:

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

**Los Angeles County Chief Administrative Office**  
**Grant Management Statement for Grants Exceeding \$100,000**

**Department:** Los Angeles County District Attorney's Office

**Grant Project Title and Description**

The Los Angeles County District Attorney's Claims Verification Unit has verified and submitted claims to the State for unreimbursed financial losses incurred by victims of crime for the past sixteen years. This arrangement not only expedites reimbursement to crime victims, but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities. Funding associated with this Agreement is utilized for District Attorney staff costs to operate this program.

**Funding Agency**  
Victim Compensation and  
Government Claims Board

**Program (Fed. Grant # /State Bill or Code #)**  
BOC-3048

**Grant Acceptance Deadline**  
June 30, 2003

**Total Amount of Grant Funding:** County = \$1,950,926  
City = \$ 651,464

**County Match:-0-**

**Grant Period:** 2003-2004

**Begin Date:** July 1, 2003

**End Date:** June 30, 2004

**Number of Personnel Hired Under This Grant:**

**Full Time** 27

**PartTime** 5

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires? Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☐

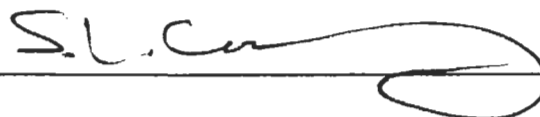
b). Identify other revenue sources Yes ☐ No ☐

(Describe) \_\_\_\_\_

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ☒ No ☐

**Impact of additional personnel on existing space:**

**Department Head Signature**



**Date** 10/28/03

AGREEMENT NUMBER



BOC-3048

1. **This Agreement is entered into between the State Agency and the Contractor named below**  
STATE AGENCY'S NAME  
**VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD**  
CONTRACTOR'S NAME  
**COUNTY OF LOS ANGELES**
2. **The term of this Agreement is:** **JULY 1, 2003 THROUGH JUNE 30, 2004**
3. **The maximum amount of this Agreement is:** **\$ 2,602,390**  
**Two million six hundred two thousand three hundred ninety dollars**
4. **The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:**

Exhibit A – Scope of Work	3	Pages	
Exhibit B – Budget Detail and Payment Provisions	2	Pages	
Exhibit B-1 – Budget Page	1		
Exhibit B-2 – 2003/04 Instructions for Invoice	3		
* Exhibit C – General Terms and Conditions	GTC		1/03
Exhibit D – Special Terms and Conditions	4		
Exhibit E – Verification Specifications	1		
Exhibit F – Overpayment Form	1		
Exhibit G – Civil Suit Lien Worksheet	1		
Exhibit H – Workers' Compensation Worksheet	1		
Exhibit I – Auto Insurance Worksheet	1		
Appendix 1 – Approved Travel Reimbursements	1		

*\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b> <b>Los Angeles County c/o District Attorney's Office</b> <small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		<b>CALIFORNIA</b> <b>Department of General Services</b> <small>Use Only</small>
BY (Authorized Signature)  <b>Steve Cooley, District Attorney</b>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>210 West Temple Street, Suite 18-709</b>		
ADDRESS		
<b>Los Angeles, California 90012</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	<input type="checkbox"/> Exempt per _____
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>630 "K" STREET, SACRAMENTO, CA 95814</b>		



**EXHIBIT A**

**SCOPE OR WORK**

1. The Joint Power Verification Unit (Contractor) agrees to provide to the California Victim Compensation and Government Claims Board (Board) services as described herein:

The verification and submittal of claims for the unreimbursed financial losses of victims of crime.

2. The services shall be performed at the location listed below.

Los Angeles County District Attorney's Office  
Victim Witness Center  
3204 Rosemead Blvd., Suite 200  
Los Angeles, Ca 91731

3. The Contractor may subcontract, not to exceed \$651,464, with the Los Angeles City Attorney's Office to provide the services at the following location:

Los Angeles City Attorney's Office  
Victim Witness Center  
312 South Hill Street, 2<sup>nd</sup> Floor  
Los Angeles, Ca 90013

4. The services shall be provided during regular work hours (a minimum of 8 hour day), Monday through Friday, except holidays.
5. The project representatives during the term of this agreement will be:

State Agency: California Victims Compensation & Government Claims Board	Contractor: Los Angeles County c/o District Attorney's Office
Name: Adrienne Snyder, Joint Powers Manager	Name: Suzanne Childs
Phone: 916/327-0406	Phone: (626) 927-2525
Fax: 916/324-6381	Fax: (626) 569-9541

Direct all inquiries to:

State Agency: CVCGB	Contractor: Los Angeles County
Section/Unit: FBOS	Section/Unit: District Attorney's Office
Attention: Bettzan Mar	Attention: Patricia Tucker
Address: 630 K Street, 1 <sup>st</sup> Floor, Sacramento, CA 95814	Address: 3204 Rosemead Blvd., Suite 200 El Monte, California 91731
Phone: 916/327-5188	Phone: (626) 572-6364
Fax: 916/323-2695	Fax: (626) 569-9541

6. Detailed description of work to be performed and duties of all parties.

A. SERVICES:

1. The Contractor shall verify and submit applications and bills pursuant to the statutes, regulations and policies outlined in the Policy and Resource Manual (Exhibit E).

## EXHIBIT A

### SCOPE OR WORK

2. The Contractor must "date-stamp" applications, bills and envelopes, if applicable with the date that the applications and bills are received by the Contractor and must enter the "date-stamp" date into the "JP Received Date" field on the Board's computer system.

### B. PERSONNEL SERVICES & WORKLOAD

The Contractor must obtain written authorization prior to filling new positions or vacancies or prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval for filling the new/vacant positions will be based upon the Board's review of the Contractor's workload and upon the availability of funds.

Contractor must ensure that it has sufficient staff to perform the services required under this contract. Contractor shall notify the Board of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation or of issuing the notice of termination. At the Board's request, Contractor shall attempt to hire or reassign other qualified staff persons to perform the services.

Contractor shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than **three** weeks.

When the staff person is on leave, including vacation, sick, and annual leave, the Board will compensate Contractor for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract.

The Contractor must ensure that staff must be separated from staff performing other functions of the county unless otherwise notified in writing by the Board.

Written requests should be e-mailed or addressed to the Joint Powers Manager, California Victim Compensation & Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.

The Board may redirect workload (1) from the Board to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to the Board.

### C. RESTITUTION

The Board has 25 Criminal Restitution Compacts (CRC) statewide with counties for the purpose of ensuring that restitution fines and orders are properly administered in accordance with applicable statutes. In those JP counties where there is a CRC, the Contractor shall forward the crime and offender information received on claims to their respective CRC Restitution Specialist through electronic notification. This process should be done in compliance with the procedures outlined in VOX Notes 198, (distributed September 19, 2001). The Contractor will work collaboratively with the Board to ensure that the CRC Restitution Specialist will receive the crime and offender information in a timely manner so that restitution can be requested at the time of an offender's sentencing.

**EXHIBIT A**

**SCOPE OR WORK**

**D. LIEN AND OVERPAYMENT RECOVERY SECTION (LORS)**

The Contractor will cooperate with Board staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments. All information regarding liens and overpayments should be forwarded to:

Michele Smith, Manager  
Liens and Overpayment Recovery Section (LORS)  
P.O. Box 1348  
Sacramento, CA 95812-1348  
TELEPHONE: (916) 327-9467  
FAX: (916) 327-3897

**1. OVERPAYMENT RECOVERY**

The Contractor shall provide the Board with complete information regarding any claimant, provider, or attorney who has been overpaid. The information will be submitted on the Overpayment Determination Summary Sheet (Exhibit F) in a complete and timely manner based on criteria developed by the Board.

**2. LIEN/SUBROGATION RECOVERY**

The Contractor shall provide the Board with information regarding civil suits, workers' compensation, or auto insurance claims in which the victim or claimant is involved.

Staff will forward the worksheet to LORS with all information received to date by fax or mail. Anyone needing immediate assistance regarding a Board lien shall be directed to LORS staff. The Contractor will work collaboratively with the Board to ensure that civil suit, workers' compensation, and auto insurance information are submitted on a Civil Suit Lien Worksheet (Exhibit G) or Workers' Compensation Worksheet (Exhibit H) or Auto Insurance Worksheet (Exhibit I) in a complete and timely manner.

**E. REGULATIONS AND GUIDELINES:**

All parties agree to abide by all applicable federal and state laws and regulations and Board guidelines, directives and memos as they pertain to the performance of this agreement.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. For services **satisfactorily rendered**, and upon receipt and approval of the invoices, the Board agrees to **compensate the Contractor** for actual expenditures permitted by the terms of this agreement.
- B. The total amount of this agreement shall not exceed \$«totalcontractamt» as reflected in the attached budget.
- C. The Contractor will be paid by the Board out of funds from the Restitution Fund. Any **payments** shall be contingent upon the availability of Restitution Funds. Any funds paid shall not be a charge upon any federal monies or state **General Fund monies**. Funds provided under this agreement are not to be used for other services to victims and shall not be used to supplant those currently provided by county funds, or grants administered by the Office of Criminal Justice Planning.
- D. The Contractor shall provide a detailed invoice monthly as set forth in Exhibit B-1.
  - 1. The **invoice** should be submitted to the Board at the address below within forty-five (45) calendar days after the end of the month for which services are billed. The Contractor may be assessed five percent (5%) of the billed amount that an invoice is submitted to the **BOARD** beyond the forty-five (45) calendar day timeframe after the end of the invoice month.

Attn: Joint Powers Manager  
Victim Compensation & Government Claims Board  
P. O. Box 3036  
Sacramento, Ca 95812-0048
  - 2. **Payment** shall be made monthly in arrears subject to approval of the invoice. To allow the Board to adequately administer its budget, the Contractor shall notify the Board if/why they are unable to submit invoices within forty-five (45) calendar days after the end of the invoice month. If the notification is received in a reasonable amount of time and there is good cause for the late invoice, the Board may waive the penalty. Please note that the notification should be signed by the signatory of the agreement.
  - 3. The Contractor shall submit a final year-end closeout invoice (see Exhibit B-1) within sixty (60) calendar days after June 30, 2004. The final reimbursement to the Contractor shall be contingent upon the receipt and approval of this closeout invoice by the Board.

**2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

agreement shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either cancel this agreement with no liability occurring to the Board, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. The Board reserves the right to reduce the agreement amount if the Board's fiscal monitoring indicates that the Contractor rate of expenditure will result in unspent funds at the end of the program year or as otherwise necessary. Changes in this agreement will be made after consultation with the Contractor. Such changes shall be incorporated into this agreement upon written notice to the Contractor from the Board.
- D. The Board or the Contractor reserves the right to terminate this agreement upon thirty (30) days written notice to the other. In such an event, the Contractor shall be compensated for actual costs incurred in accordance with the terms of the agreement up to the date of termination. Invoicing of the above mentioned costs must be submitted to the Board within thirty (30) calendar days of the date of termination.

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within 45 days of receipt, in accordance with Government Code Chapter 4.5, commencing with Section 927.

**A. PERSONAL SERVICES****LOS ANGELES COUNTY**

Salaries & Wages Position/Class.	No. FTE	Rate	Time	Fiscal Year 2003-04
Victim Service Rep.II	18.00	\$3,186.82	216 months	\$688,353
Office Manager	0.25	\$3,186.82	12 months	\$9,560
Supg. VSR	3.00	\$3,742.45	36 months	\$134,728
Admin. Services Mgr. III	0.50	\$9,038.42	12 months	\$54,231
Asst. Program Administrator	1.00	\$4,565.36	12 months	\$54,784
Admin. Asst. II	0.25	\$4,126.73	12 months	\$12,380
Senior Clerk	1.00	\$2,801.36	12 months	\$33,616
Intermediate Typist Clerk	3.25	\$2,548.09	39 months	\$99,376
Intermediate Clerk	1.00	\$2,487.00	12 months	\$29,844
Student Professional Worker	7.00	\$9.80	14616 hours	\$143,237
Sr Secretary III	0.25	\$3,910.18	12 months	\$11,731
Subtotal Salaries				\$1,271,840
Less SPW Salary				(\$143,237)
				\$1,128,603
Less Salary Savings				(\$74,171)
Total Direct Salaries				\$1,054,432
*Employee Benefits @ 35.163%				\$370,770
Plus SPW Salary				\$143,237
Total Personal Services				\$1,568,439

**B. OPERATING EXPENSES**

Equipment Lease (Xerox)	\$500.00 per month	\$6,000
Equipment Maintenance		\$3,000
Office Supplies		\$10,000
*Indirect Costs		\$332,087
Postage System		\$3,500
Office Furniture		\$2,000
Victims' Right Week		\$500
Travel/Training:		\$23,400

Will include the Customer Service and communication Techniques training for all staff, Staff Development workshops and seminars for supervisors and managers. Board of Control and Restitution Committee meetings for Program Director.

Total Operating Expenses \$380,487

**C. COMPUTER EQUIPMENT**

\$2,000

**D. LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE**

\$1,950,926

**E. LOS ANGELES CITY ATTORNEY'S OFFICE**

\$651,464

**TOTAL PROJECT COSTS**

\$2,602,390

\* Employee Benefit rate and Indirect Cost rate are subject to change.

\*\* The Quality Assurance Process was received after this budget was prepared. The anticipated extreme increase in workload in Los Angeles County resulting from this process will likely result in the need to increase staff.

EXHIBIT B-2

2003/04 INSTRUCTIONS FOR  
COMPLETION OF WORKSHEET

Personnel Services - Salaries and Wages

Personnel services include all services performed by county employees under this agreement. They may be either salaried or hourly, full or part-time positions. Sick leave, vacation, holidays, overtime and shift differentials must be invoiced as salaries.

A line item is required to identify each individual employee and position/classification. If several people are employed full or part-time in the same position/classification, list each employee separately and provide the number of full-time equivalents (e.g., three half-time clerical personnel should be itemized as 1 1/2 clerical positions).

List each employee by name and title and show the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: \$2,500 per month at 100% time x 12 months = \$30,000. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., \$25/hour for 10 hours per month x 12 months = \$3,000) or the monthly salary and the percentage of time devoted to the program (e.g., 50% x \$2,500/mo. x 12 months = \$15,000).

Place the total amount for this category in the space provided in the far right column.

Fringe Benefits

Elements that can be included in the fixed rate include employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance and/or pension plans. Other benefits, if negotiated as a part of the employee benefit package, can also be included in the fixed rate.

The description and amounts of fringe benefits can be displayed either by category or by position or class. Please note that a line item can be used for each different position/class, if the benefits vary from position/class to position/class. If several people are employed full-time or part-time in the same position/class, provide the number of full-time equivalents.

Place the total amount for this category in the space provided at the far right column.

Operating Expenses

The following items fall within this category: rent, utilities, insurance, equipment rental, equipment repair, office supplies, telephone, postage, expendable equipment, overhead, data processing, training and travel. All items submitted must include a description or explanation of the expense.

Costs in these subcategories should be included if they were necessary to perform the services under this agreement and provided for in the budget. The total of all subcategories should be shown in the far right column.

EXHIBIT B-2

2003/04 INSTRUCTIONS FOR  
COMPLETION OF WORKSHEET

The following subcategories have special requirements as noted below.

Rent

The rent subcategory is for facility rental. The number of square feet that will be rented for performing services specified in the agreement should be indicated as well as the rental amount.

Expendable Equipment (Non-capitalized assets)

Expendable equipment includes equipment with an acquisition cost of \$499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Any equipment for which the Contractor requests reimbursement from the Board must be submitted in writing and must be approved in writing by the Board prior to purchase. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase.

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized County services such as personnel or accounting services are examples of indirect costs.

Travel

Travel costs are allowable expenses for transportation, lodging, meals and incidental items incurred by the Contractor staff to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized. For further information, please refer to Exhibit D, 2).

The Contractor may use its own written travel and per diem policy or the State policy but it cannot exceed reimbursement rate of the State's travel policy. See Appendix #1 for the State travel and per diem policy.

The state mileage rate is a maximum of \$0.34 per mile. The Contractor who plans to use cars from a state, county, city or district car pool or garage may invoice either the mileage rate established by the loaning agency or the state mileage rate, not to exceed the state mileage rate.

Itemize travel expenses of program personnel and show the basis for computation (e.g., travel to Victims Compensation Board conference in Sacramento, 100 miles @ \$0.34 per



**EXHIBIT B-2**

**2003/04 INSTRUCTIONS FOR  
COMPLETION OF WORKSHEET**

mile = \$.34) or by the month (e.g., Program Director travels 100 miles per month @ \$.34 per mile x 12 months = \$408).

Describe briefly the purpose of the trip and list all personnel who made the trip (e.g., Program Director travels to other verification sites).

Equipment (Capitalized Assets)

Nonexpendable personal property equipment or capitalized assets is personal property having a useful life of five years or more and an acquisition cost of \$500 or more per unit (including tax, installation and freight). Examples of such equipment are copiers and personal computers (including the monitors and CPU).

**NOTE:** Inclusive in this definition is "modular furniture" which is to be considered a capitalized asset due to its assembly requirements of several components to form a unitary whole.

Equipment used solely for program activities may be charged if it is essential to the implementation of the agreement.

The total of all items in this category should be shown in the far right column.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. PERFORMANCE ASSESSMENT

The Board shall assess and evaluate the Contractor's performance in a manner consistent with those assessments and evaluations currently in place for the Board's claims processing staff.

- A. The Board may provide reports of the Contractor's performance to the District Attorney, the Chief Probation Officer or the Executive Officer.
- B. The Board reserves the right to revoke the access code of any Contractor whose performance is consistently poor or below average based on the performance criteria used by the Board. Any Contractor whose access code has been revoked shall no longer be authorized to process claims. The Board may subsequently agree to allow any such employee to work under this agreement.
- C. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that claimants and victims receive prompt responses to their inquiries and that all claimants and victims are treated with sensitivity and respect. Should the Board communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the Board within a reasonable time as requested by the Board.

2. JOB-RELATED TRAVEL:

- A. The Board will reimburse salaries, benefits and travel costs for the Contractor staff to attend job-required meetings or training. All such costs are included within the maximum agreement amount as reflected in the attached budget. Job required travel includes but is not limited to:

- Up to four weeks of claims/bill processing system training in Sacramento for new claims verification staff and/or
- Training on the Board's computer system, to learn new activities that may become available.
- Any training mandated by the Board such as new legislation, policy or procedure.
- Re-training (at the request of the Board) for staff who require improvement in their job performance.
- Job required meetings (i.e., Program Director meetings, supervisor meetings).
- Regional meetings for claims processing staff.
- Training for the Contractor support staff on the Board's computer system
- Hearings

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- B. The Contractor must obtain prior written authorization from the Board to attend conferences or workshops that are not job-required such as the Governor's Conference. The request should include the cost of the trips and the number of personnel traveling.

3. MOVING:

- A. The Contractor must obtain written authorization from the Board **prior** to modifying existing space or accommodations or **prior** to relocating operations to a new facility if reimbursement will be requested. The request should include the date of the move, the square footage of the new location, the cost per square foot, and the cost of relocation. Where applicable, the cost should reflect the pro-ration of expenses between the Board and the Office of Criminal Justice Planning where the space is being shared.
- B. The Contractor shall provide a sixty (60) calendar day notification of any planned move to allow time to relocate computer terminals for the claims processing system. Written notification should be e-mailed or addressed to the Joint Powers Manager, California Victim Compensation & Government Claims Board, P. O. Box 3036, Sacramento, Ca 95812-3036

Notification of relocation must include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation. This advance notice must be given to enable the Board to make necessary arrangements to relocate equipment.

Note: Relocation of computer terminals must be approved in writing by the Board prior to the actual move.

The Contractor will be reimbursed by the Board for pre-approved expenses incurred as a result of the relocation (**except** for cabling costs).

4. EQUIPMENT:

The following equipment will be provided or reimbursed by the Board when necessary to provide services under this agreement:

- A. Costs for providing electronic data processing (EDP) input and output devices, with software, including monthly maintenance fee and installation, as deemed necessary by the Board.
- B. Capitalized assets purchased for the claims verification process are to be fully set forth in the invoice(s).

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

Note:

Acquisition of any/all equipment (capitalized assets), including "modular furniture", must be approved by the Board in writing prior to actual purchases being made even though funding was previously requested and made part of the budget. Without prior written approval, the Contractor may be required to absorb the cost(s).

- C. Requests for equipment should be addressed or e-mailed to the Joint Powers Manager, California Victim Compensation & Government Claims Board, P. O. Box 3036 Sacramento, CA 95812-3036.

5. OPERATING EXPENSES:

- A. The Contractor may charge expenses to various line-item allocations as part of their operating expenses such as rent, utilities, postage, telephone etc., Such expenses are generally identified as "direct costs". The Contractor must ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expenses line-item.
- B. The Contractor must submit, upon the Board's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges.
- C. The Contractor must obtain written approval prior to modifications being made to the line items under the operating expense category such as an increase to rent or offsetting savings from one line-item to another. Requests should be directed to the Joint Powers Manager.

6. INVENTORY:

EDP equipment, capitalized assets and non-capitalized assets, shall remain the property of the Board and shall bear identification tags supplied by the Board. The Contractor shall prepare an inventory listing as of June 30, 2004, on forms provided by the Board, and submit the list to Larry Iniguez, Financial and Business Operations Section, P. O. Box 48, Sacramento, CA 95812.

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

In the event of termination of this agreement, the Board shall take possession of those items. The Contractor must hold those items identified in the inventory list in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

#### 7. CONFIDENTIALITY OF RECORDS:

The Contractor shall maintain the confidentiality of all records containing personally identifiable information consistent with Article 1, Section 1, of the California State Constitution, the Information Practices Act of 1977 (Government Code Sections 1798, et seq). The Contractor shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the disclosure is explicitly authorized by law. The Contractor shall insure that all staff are informed of the requirements of this provision and of direction given by the Board in Board Policy Memo No. 00-02 Information Security Pamphlet for non-Board Personnel" (distributed February 1, 2000). The Contractor shall establish procedures to insure confidentiality of personal information.

#### 8. RETENTION OF RECORDS

The Contractor shall retain claim files in their respective file rooms for at least two (2) years after the claim's last activity date. The Board will automatically notify the Contractor if or when "inactive" files need to be sent to the Board.

The Contractor shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in the Board Policy Memorandum No. 01-02 (distributed July 26, 2001).

#### 9. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all Victim Compensation subpoenas and document requests shall be served upon the California Victim Compensation and Government Claims Board.

The Contractor shall inform a server of a subpoena that the subpoena must be served on the California Victim Compensation & Government Claims Board at 630 K Street, 5<sup>th</sup> Floor, Sacramento, Ca 95814, Attn: Legal Office. The Contractor may also contact the Legal Office at 916/327-1998 for further assistance.

## EXHIBIT E

### VERIFICATION SPECIFICATIONS

The Contractor shall fully verify all applications and bills pursuant to the statutes, regulations, and policies outlined in the Policy and Resource Manual.

The verification of all applications and bills will be performed by persons who have completed all required verification training provided by the Board, and who have been certified as eligible to perform such duties. Non-certified staff can process mental health bills utilizing the pre-authorization process in the Board's computer system.

The different types of applications and bills are defined as follows:

#### INITIAL ELIGIBILITY DETERMINATION

An initial eligibility determination application is one that has been filed for the first time by an applicant (for an individual incident). Components of a fully verified initial eligibility determination application include: crime report, verification report, history page, verification forms. (Verification forms may be required from providers, employers, health insurance companies, automobile insurance companies, recovery sources such as civil suit, workers compensation and others).

#### BILL(s)

Bills for expenses or losses incurred are submitted either together with the application or on their own in a subsequent action.

Components of a fully verified bill include the itemized bill, verification forms, appropriate documentation substantiating a loss and history page. The bill should be "date stamped" the day it is received by the Contractor and that date must be entered into the claims processing system as the date received.

Bills may include but are not limited to mental health expenses, medical expenses, dental expenses, income loss, support loss, and relocation expenses.

#### PREAUTHORIZATION

Every Contractor shall establish a preauthorization process for all claims meeting the established preauthorization criteria. A mental health bill processed utilizing the preauthorization process need not have verification forms or a history page.

#### EXPEDITES

The expedite process may be utilized when the expense or loss does not meet the criteria for an Emergency Award and substantial hardship has been verified. The Contractor will follow the established procedure for an expedite.

STATE OF CALIFORNIA

VICTIM COMPENSATION BOARD

**OVERPAYMENT DETERMINATION SUMMARY**

VCGCB-ADM-001 (New 1/02)

**PLEASE COMPLETE THIS FORM AND SUBMIT IT WITH A CLAIM THAT IS FORWARDED TO THE QARRD FOR COLLECTION OF AN OVERPAYMENT. PLEASE NOTE ALL INFORMATION MUST BE PROVIDED BEFORE COLLECTION OF THE OVERPAYMENT BEGINS.**

CLAIM NUMBER	DATE OF CRIME	
VICTIM	DATE OF OVERPAYMENT	OVERPAYMENT AMOUNT
CLAIMANT	FILED BY	
OVERPAID PARTY (Name and Address)	SOCIAL SECURITY NO. OF OVERPAID PARTY (If Available)	
	DATES OF SERVICE (For Overpayment to Provider)	
	(Patient Account No., If Known)	

**DESCRIPTION OF OVERPAYMENT (Include calculations used to determine overpayment, reasons for overpayment (i.e. regular claim denied, reimbursements from other sources, etc.)**

COMPLETED BY	PHONE NUMBER	DATE COMPLETED
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**I HAVE REVIEWED THE CLAIM AND AGREE THAT AN OVERPAYMENT EXISTS**

SUPERVISOR'S SIGNATURE	VICTIM WITNESS CENTER OR TEAM
------------------------	-------------------------------



STATE OF CALIFORNIA

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOA

QUALITY ASSURANCE AND REVENUE RECOVERY DIVISION  
 LIENS AND OVERPAYMENT SECTION  
 P.O. BOX 1348 Sacramento, California 95812-1348  
 Phone Number: (916) 324-8987  
 Fax Number: (916) 327-3897

## CIVIL SUIT LIEN WORKSHEET

SBOC-ADM-001 (09/98)

CLAIM NUMBER	TOTAL PAID BY VCP
	\$
VICTIM	CLAIMANT
FILED BY	SUPERIOR OR MUNICIPAL COURT (circle one)
COUNTY	COURT CASE NO.
PLAINTIFF(S) NAME	DEFENDANT(S) NAME
PLAINTIFF(S) ATTORNEY	DEFENDANT(S) ATTORNEY
ADDRESS (Street Address or P.O. Box)	ADDRESS (Street Address or P.O. Box)
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE NO.	PHONE NO.

Are there additional VCP claims involved in this case? Must circle yes or no. If yes, please list the names and claim numbers below.

1. NAME	CLAIM NO.
2. NAME	CLAIM NO.
3. NAME	CLAIM NO.

STATUS OF CIVIL CASE (if available):

COMMENTS

COMPLETED BY

TELEPHONE NO.

DATE

## CIVIL SUIT LIEN WORKSHEET INSTRUCTIONS

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The following field descriptions apply exclusively to Form No. SBOC-ADM-001 (9/98)

1. Claim Number.
2. Total Paid by VCP: Total dollar amount from the claim summary screen for expenses authorized for payment. Please include those bills that are awaiting a consent hearing.
3. Victim: Enter the name of the party whose name appears on the crime report as the victim.
4. Claimant: Enter the name of the party whom the expenses are for. (If same as victim, indicate "same as victim" here.)
5. Filed By: Enter the name of the party who is filing the application on behalf of a minor, a dependent/ward of the court, an incapacitated adult, or a deceased victim.
6. Superior or Municipal Court: The case will either be filed with the Superior or Municipal Court. Circle the appropriate court.
7. County: County where the court case is filed.
8. Court Case No.: Enter the court case number. If a court case number is not available, please explain in comments section.
9. Plaintiff(s) Name(s): The person who brings a suit into court.
10. Defendant(s) Name(s): The person being sued or accused. May be the perpetrator of the crime, a third party, or there may be more than one defendant.
11. Plaintiff(s) Attorney: Include name, address, and phone number.
12. Defendant(s) Attorney: Include name, address and phone number.
13. Additional VCP Claims: Must circle yes or no. If yes, must include names and a. claim numbers of victim(s)/claimant(s), below.
14. Status of Civil Case: Include the status of the case on this line, along with the date this information was obtained.
15. Comments. Enter comments, if required, from item 8, plus any additional comments that will assist QARRD in understanding the situation.
16. Completed by: Enter your name.
17. Telephone Number: Enter your telephone number.
18. Date: Enter the date you completed the Civil Suit Lien Worksheet.

Exhibit H

STATE OF CALIFORNIA

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

QUALITY ASSURANCE AND REVENUE RECOVERY DIVISION  
LIENS AND OVERPAYMENT SECTION

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# WORKERS' COMPENSATION LIEN WORKSHEET

SBOC-ADM-001 (09/98)

ATTACH THE WORKERS' COMPENSATION VERIFICATION FORM IF IT CONTAINS THE INFORMATION REQUESTED BELOW

CLAIM NUMBER	TOTAL PAID BY VCP \$	
VICTIM	CLAIMANT	
FILED BY	DATE OF CRIME	
WORKERS' COMP. REPRESENTATIVE	WORKERS' COMPENSATION CLAIM NO.	
INJURED WORKERS' EMPLOYER	WORKERS' COMPENSATION CARRIER	
ADDRESS (Street Address or P.O. Box)	ADDRESS (Street Address or P.O. Box)	
CITY, STATE, ZIP	CITY, STATE, ZIP	
PHONE NO.	PHONE NO.	
WORKERS' COMP. APPEAL BOARD LOCATION (if applicable)	WCAB CASE NO. (if none, explain in Comments).	
ATTORNEY FOR INJURED WORKER (if none, explain in Comments)	EMPLOYER CARRIER/ATTORNEY	
ADDRESS (Street Address or P.O. Box)	ADDRESS (Street Address or P.O. Box)	
CITY, STATE, ZIP	CITY, STATE, ZIP	
PHONE NO.	PHONE NO.	
STATUS OF CASE (circle one)		
<div>PENDING</div> <div>CLOSED</div>		
SOCIAL SECURITY NO. OF VICTIM		
COMMENTS		
COMPLETED BY	TELEPHONE NO.	DATE

## WORKERS' COMPENSATION LIEN WORKSHEET INSTRUCTIONS

The following field descriptions apply exclusively to Form No. SBOC-ADM-001 (New 9/98)

C:\WINDOWS\TEMP\Exhibits F, G, H, I & Appendix 1.DOC

1. Claim Number.
2. Total Paid by VCP: Total dollar amount from the claim summary screen for expenses authorized for payment. Please include those bills that are awaiting a consent hearing.
3. Victim: Enter the name of the party whose name appears on the crime report as the victim.
4. Claimant: Enter the name of the party whom the expenses are for. (If same as victim, indicate "same as victim" here.)
5. Filed By: Enter the name of the party who is filing the application on behalf of a minor, a dependent/ward of the court, an incapacitated adult, or a deceased victim.
6. Date of Crime.
7. Workers' Compensation Representative: The person handling the Workers' Compensation claim for the injured worker.
8. Workers' Compensation Insurance Carrier Claim No.: The claim number assigned by the Workers' Compensation carrier.
9. Injured Workers' Employer: Include the employer's name, address, and phone number.
10. Workers' Compensation Carrier: Include the carrier's name, address and phone number.
11. Social Security No. of Victim.
12. WCAB Case No.: The number assigned by the Workers' Compensation Appeals Board (e.g., SAC 663743). If no case number, must provide explanation in comments section.
13. Attorney for Injured Worker: Include name, address, and phone number. If no attorney, must provide explanation in comments section.
14. Employer/Carrier Attorney: Include name, address, and phone number.
15. Status of Case: Pending or Closed (circle one).
16. Comments. Enter comments, if required, from items 12 and 13 plus any additional comments that will assist the QARRD in understanding the situation.
17. Completed by: Enter your name.
18. Telephone Number: Enter your telephone number.
19. Date: Enter the date you completed the Workers' Compensation Lien Worksheet.

Exhibit I

STATE OF CALIFORNIA

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

QUALITY ASSURANCE AND REVENUE RECOVERY DIVISION

LIENS AND OVERPAYMENT SECTION

P.O. BOX 1348 Sacramento, California 95812-1348

Phone Number: (916) 324-8987

Fax Number: (916) 327-3897

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AUTO INSURANCE RECOVERY WORKSHEET  
SBOC-ADM-1020 (Revised 06/99)

CLAIM NUMBER	TOTAL PAID BY VCP \$00.00		
VICTIM	CLAIMANT Same		
AUTO INSURANCE CLAIMS NO.	DATE OF CRIME		
NAME OF INSURANCE CARRIER x Victim <input type="checkbox"/> Defendant	NAME OF PERSON INSURED x Victim <input type="checkbox"/> Defendant		
ADDRESS (Street Address or P.O. Box)	AUTO INSURANCE POLICY NO.		
CITY, STATE, ZIP	AMOUNT PAID BY INSURANCE COMPANY x Medical <input type="checkbox"/> MH x Income <input type="checkbox"/> Personal Property		
ATTORNEY FOR VOC CLAIMANT	ATTORNEY/ADJUSTER FOR INSURANCE COMPANY <input type="checkbox"/> Victim <input type="checkbox"/> Defendant		
ADDRESS (Street Address or P.O. Box)	ADDRESS (Street Address or P.O. Box)		
CITY, STATE, ZIP	CITY, STATE, ZIP		
PHONE NO.	PHONE NO.		
COMMENTS:			
COMPANION CLAIMS:			
COMPLETED BY	TEAM/UNIT	TELEPHONE NO.	DATE

## AUTO INSURANCE RECOVERY WORKSHEET – INSTRUCTIONS

1. Complete this form entirely. If unable to obtain all information, address fully in the "comments" section.
2. The worksheet and claim are to be sent to the Lien and Overpayment Recovery Section (LORS) for review.
3. The Victim Compensation Specialist or JP Verifier will apply the amount designated by the LORS staff as an offset against outstanding expenses. A general comments page will be created by the LORS staff to provide instructions to the Victim Compensation Specialist/JP Verifier.
4. The LORS staff will return claim file to appropriate VCP staff.

### APPENDIX #1

#### APPROVED TRAVEL REIMBURSEMENTS

Mileage

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The reimbursement rate to operate a privately-owned vehicle is from 34 cents per mile.

### Meals

Breakfast    \$6.00 -    Breakfast may be claimed when travel commences at or prior to 6:00 a.m. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 9:00 a.m.

Lunch        \$10.00 -    Lunch may not be claimed for travel less than 24 hours. Lunch may be claimed if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m.

Dinner       \$18.00 -    Dinner may be claimed if the trip begins at or before 4:00 p.m. Dinner may be claimed when travel terminates at or after 7:00 p.m. whether on a one-day trip or on the last day of a trip of more than 24 hours.

Incidentals   \$ 6.00 -    Incidentals may be claimed for trips of 24 hours or more.

Total        \$40.00

### Lodging

Statewide, with a lodging receipt      Actual lodging expense or  
up to the applicable state rate +  
applicable taxes

### Other

Taxi, airport shuttle, etc., which exceeds \$10.00 must be supported by receipt.  
Parking in excess of \$10.00 must be supported by receipt.

1. Name of County \_\_\_\_\_

Contract Number \_\_\_\_\_

Month/Year \_\_\_\_\_

## PERSONAL SERVICES

**Position/Class**

#FTE

Rate

Time

### Salaries & Wages

[illegible]

Total Personal Services \$ \_\_\_\_\_

## FRINGE BENEFITS

**Position/Class**

#FTE

## Salaries

Rate

[illegible]

Total Fringe Benefits \$ \_\_\_\_\_

## OPERATING EXPENSES

Rent (      square feet)	\$ _____
Utilities	\$ _____
Insurance	\$ _____
Equipment rental	\$ _____
Equipment repair	\$ _____
Office supplies	\$ _____
Telephone	\$ _____
Postage	\$ _____
Expendable equipment (non-capitalized assets)	\$ _____
Overhead	\$ _____
Data Processing	\$ _____
Other	\$ _____
Travel - Meetings, conferences	\$ _____
Travel - Training	\$ _____

Total Operating Expenses \$ \_\_\_\_\_

## EQUIPMENT (capitalized assets)

§ \_\_\_\_\_

\$ \_\_\_\_\_

Total Equipment \$ \_\_\_\_\_

TOTAL EXPENDITURES \$ \_\_\_\_\_

I certify that this is a true billing of expenditures in the verification of victim claims.

2. ACCOUNTING OFFICER SIGNATURE

DATE \_\_\_\_\_

3. ADDRESS PAYMENTS TO BE SENT TO:

Current Period

Year to Date

#### 4. TOTAL BILLING

5. ADJUSTMENTS (for BOC use only)

6. TOTAL APPROVED FOR PAYMENT (for BOC use only)